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4 BILL NO. S-76-10- 43

5 SPECIAL ORDINANCE NO. S- 198-76

6 AN ORDINANCE approving a contract with
7 Rieth-Riley Construction Co., Inc., for
8 Street Improvement Resolution 5729-1976.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated October 4, 1976,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works and Rieth-Riley Construction Co., Inc., for:

14 Street Improvement Resolution 5729-1976: Resurfacing,
15 improving curbs and restoring pavement on three streets
16 in the 6th Councilmanic District,

17 for a total cost of \$95,096.50, all as more particularly set forth
18 in said contract which is on file in the Office of the Board of
19 Public Works and is by reference incorporated herein, made a part
20 hereof and is hereby in all things ratified, confirmed and
21 approved.

22 SECTION 2. This Ordinance shall be in full force and
23 effect from and after its passage and approval by the Mayor.
24
25

26
27 
28 Councilman

29
30
31 APPROVED AS TO FORM
32 AND LEGALITY,
33 
34 CITY ATTORNEY
35

Read the first time in full and on motion by Mrs. [Signature], seconded by [Signature], and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 10-26-76

[Signature]
CITY CLERK

Read the third time in full and on motion by Mrs. [Signature], seconded by [Signature], and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
HUNTER	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS	<u>✓</u>				
SCHMIDT, D.	<u>✓</u>				
SCHIMDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 11-9-76

[Signature]
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 548-76 on the 5th day of Nov., 1976.

ATTEST: (SEAL)

[Signature]
CITY CLERK

[Signature]
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of Nov., 1976, at the hour of 11:00 o'clock A. M., E.S.T.

[Signature]
CITY CLERK

Approved and signed by me this 11th day of November, 1976, at the hour of 5:00 o'clock P. M., E.S.T.

[Signature]
MAYOR

Bill No. S-76-10-43

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving a contract with Rieth-Riley Construction Co., Inc., for
Street Improvement Resolution 5729-1976

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Donald J. Schmidt - Vice-Chairman

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

W. C. Moses, Jr.

D. J. Schmidt

Vivian G. Schmidt

Paul M. Burns

William T. Hinga

DATE 11-9-76 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 23, 1976

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Contract has been awarded to Rieth-Riley Construction, Inc. in amount of \$95,096.50 for their low bid on Resolution 5729-1976 to improve by resurfacing improving curbs, restoring and widening pavement as designated on the following:

Sundale Drive - from 15.5 feet east of the east property line of Waycross Drive to a point 53 feet west of the west property line of Hessen Cassel

Woodview Blvd.- from the east curb line of Hanna Street to the west curb line of Smith Street

with Hot Asphalt Binder.

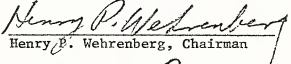
Waycross Drive- from 8.5 feet south of the south property line of Sundale Drive to a point 38.5 feet north of the north property line of Sundale Drive.

with 7" Plain (Finished) Concrete.

Due to the shortness of the remaining construction season, the Board respectfully requests a "Prior Approval" of the contract to enable the contractor to begin the work. An Ordinance will be submitted as soon as documents are prepared.

Sincerely,

BOARD OF PUBLIC WORKS


Henry P. Wehrenberg, Chairman

CITY OF FORT WAYNE


Robert E. Armstrong, Mayor

/eis

Attachment: Bid Tabulation

The Common Council
September 23, 1976
Page 2

APPROVED:

James L. Stue John Nuckley Paul J. Brown
Frederick Schmidt OS Schmidt Richard White
William T. Hinger W. J. P. Samuel J. Talarico
MEMBERS OF THE COMMON COUNCIL

ATTEST:

Charles W. Westerman
Charles W. Westerman, City Clerk

PROJECT 1976 Resurfacing- Three Streets in the 6th Councilmanic Dist.

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER

DATE Sept. 15, 1976

RES. NO. 5721-1976

MATERIAL Asphalt

FORT WAYNE INDIANA

CONTRACTORS

STREETS — ALLEYS — SIDEWALKS
QUAN UNIT MATERIAL

ESTIMATE

EXTENSION

Rieth-Riley
Construction Inc.UNIT
BIDTOTAL
BIDWayne Asphalt &
Construction Co.UNIT
BIDTOTAL
BIDDailey Asphalt
Products Co. Inc.UNIT
BIDTOTAL
BIDHipskind Asphalt
CorporationUNIT
BIDTOTAL
BIDUNIT
BIDTOTAL
BID

2941	S.Y.	Pavement Removal	5.00	14,705.00	2.00	5,882.00	1.45	4,264.45	4.50	13,234.50	3.50	10,293.50		
663	Ton	Hot Asphalt Binder #11	12.00	11,934.00	15.15	10,044.45	74.35	9,514.05	14.50	9,613.50	16.00	10,608.00		
1132	Ton	Hot Asphalt Binder #53	12.00	20,376.00	14.55	16,470.60	23.85	15,678.20	14.00	15,848.00	15.50	17,546.00		
515	Ton	Hot Asphalt Surface A-2 City Mix	20.00	10,300.00	18.00	9,270.00	14.25	7,647.75	15.00	7,725.00	17.00	8,755.00		
295	S.Y.	New Driveway, Concrete 6"	12.00	5,310.00	13.65	4,026.75	16.00	4,720.00	15.50	4,572.50	10.00	2,950.00		
295	S.Y.	Concrete Driveway Removal	5.00	1,475.00	2.00	590.00	4.50	1,327.50	3.00	885.00	4.00	1,180.00		
506	Ton	Top Soil	8.00	4,048.00	7.00	3,542.00	6.80	3,440.80	6.00	3,036.00	8.00	4,048.00		
63	S.Y.	Sidewalk Removal	5.00	315.00	2.00	126.00	4.50	283.50	2.50	157.50	5.00	315.00		
570	S.F.	New Concrete Yard Walks	1.00	798.00	.95	541.50	1.30	741.00	1.80	1,026.00	1.75	997.50		
5359	L.F.	Concrete Combination Curb and Gutter	7.50	40,192.50	6.00	32,154.00	7.50	40,192.50	7.50	40,192.50	8.00	42,872.00		
1906	S.Y.	Seeding & Fert., Mulch	1.75	3,335.50	.45	857.70	1.00	1,906.00	1.50	2,859.00	1.50	2,859.00		
1	Ea.	Manhole adjust and set to grade	150.00	150.00	100.00	100.00	150.00	150.00	100.00	100.00	175.00	175.00		
6	Ea.	Curb box adjust and set to grade	150.00	900.00	100.00	600.00	125.00	750.00	100.00	600.00	200.00	1,200.00		
1.5	Ton	Bituminous Joint and Crack Sealer	500.00	750.00	500.00	750.00	750.00	1,125.00	700.00	1,050.00	400.00	600.00		
500	L.F.	2' Rolled Curb & Gutter	6.50	3,250.00	5.00	2,500.00	7.50	3,750.00	6.00	3,000.00	5.00	2,500.00		
470	S.Y.	7" Plain Finished Conc. Pavement (W/rolled curb)	11.70	5,499.00	12.65	6,415.00	14.25	6,697.50	15.50	7,285.00	15.00	7,050.00		
108	L.F.	Sawing Concrete	2.00	216.00	.75	81.00	1.00	108.00	3.00	324.00	2.00	216.00		
50	Ton	#2 Crushed Aggregate	6.50	325.00	7.00	350.00	10.00	500.00	7.00	350.00	6.00	300.00		
75	Ton	#53 Crushed Aggregate	6.50	487.50	7.00	525.00	10.00	750.00	7.00	525.00	6.00	450.00		
45	C.Y.	Common Excavation	5.00	225.00	6.00	270.00	10.00	450.00	7.00	315.00	10.00	450.00		
				124,591.50		95,006.50		103,996.25		112,698.50		115,365.00		
						23.67%		16.53%		9.55%		7.40%		
						Under		Under		Under		Under		
		Alternate												
1906	S.Y.	Blue Grass Sod (Including Fine Grading & Placement)	2.00	3,812.00	1.95	3,716.70	2.50	4,755.00	2.00	3,812.00	3.00	5,718.00		

CONTRACT

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING
RATIFICATION

This Agreement, made and entered into this 4 day of October, 1976

by and between

RIETH-RILEY CONSTRUCTION CO., INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein after called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-

prove Resolution No. 5729-1976: By resurfacing, improving curbs and restoring
pavement on three streets in the 6th Councilmanic District, as described on
the attached resolution.

by grading and paving the roadway to a width of XXXXXXXXXXXX feet with XXXXXXXXXXXX

XX
upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5729-1976 and at the following price per lineal foot

At the following prices:

Pavement Removal	Two dollars and no cents, per square yard	\$ 2.00
Hot Asphalt Binder #11	Fifteen dollars and fifteen cents, per ton	15.15
Hot Asphalt Binder #53	Fourteen dollars and fifty-five cents, per ton	14.55
Hot Asphalt Surface A-2 City Mix	Eighteen dollars and no cents, per ton	18.00
New Driveway, Concrete, 6"	Thirteen dollars and sixty-five cents, per square yard	13.65
Concrete Driveway Removal	Two dollars and no cents, per square yard	2.00
Top Soil	Seven Dollars and no cents, per ton	7.00
Sidewalk Removal	Two dollars and no cents, per square yard	2.00
New Concrete (Yard Walks)	No dollars and ninety-five cents, per square foot	.95
New Concrete Comb. Curb & Gutter (Straight Face)	Six dollars and no cents, per lineal foot	6.00
Seeding, Fertilizer & Mulch	No dollars and forty-five cents, per square yard	.45
M.H. Adjust & Set to Grade	One hundred dollars and no cents, per each	100.00
C.B.'s Adjust & Set to Grade	One hundred dollars and no cents, per each	100.00
Bituminous Joint & Crack	Five hundred dollars and no cents, per ton	500.00

Hot Asphalt Binder #53	Fourteen dollars and fifty-five cents, per ton	14.55
Hot Asphalt Surface A-2 City Mix	Eighteen dollars and no cents, per ton	18.00
New Driveway, Concrete, 6"	Thirteen dollars and sixty-five cents, per square yard	13.65
Concrete Driveway Removal	Two dollars and no cents, per square yard	2.00
Top Soil	Seven Dollars and no cents, per ton	7.00
Sidewalk Removal	Two dollars and no cents, per square yard	2.00
New Concrete (Yard Walks)	No dollars and ninety-five cents, per square foot	.95
New Concrete Comb. Curb & Gutter (Straight Face)	Six dollars and no cents, per lineal foot	6.00
Seeding, Fertilizer & Mulch	No dollars and forty-five cents, per square yard	.45
M.H. Adjust & Set to Grade	One hundred dollars and no cents, per each	100.00
C.B.'s Adjust & Set to Grade	One hundred dollars and no cents, per each	100.00
Bituminous Joint & Crack	Five hundred dollars and no cents, per ton	500.00
2' Rolled Curb & Gutter	Five dollars and no cents, per lineal foot	5.00
7" Plain Finished Concrete Pavement (with Rolled Curb)	Thirteen dollars and sixty-five cents per square yard	13.65
Sawing Concrete	No dollars and seventy-five cents per lineal foot	.75
#2 Crushed Aggregate	Seven dollars and no cents, per ton	7.00
#53 Crushed Aggregate	Seven dollars and no cents, per ton	7.00
Common Excavation	Six dollars and no cents, per cubic yard	6.00

ALTERNATE

Blue Grass Sod (including Fine Grading & Placement)	One dollar and ninety-five cents, per square yard	1.95
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The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

GUARANTY BOND

Know All Men by These Presents, That we _____
-----RIETH-RILEY CONSTRUCTION CO., INC.-----Contractors
as principal, and-----RELIANCE INSURANCE COMPANY OF PHILADELPHIA, PENNSYLVANIA-----
-----as surety
are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINETY-FIVE THOUSAND,
NINETY-SIX DOLLARS AND FIFTY CENTS-----

-----(\$25,096.50)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said _____

-----RIETH-RILEY CONSTRUCTION CO., INC.-----
did on the _____ day of _____

_____, enter into a contract with the City of Fort Wayne to construct a

Pavement
on Resolution No. 5729-1976; three Streets from as described on the attached
Improvement Resolution-----

-----according to certain plans and specifications, and
also warranting and guaranteeing the work, ^{for a period of three years} material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said _____

RIETH-RILEY CONSTRUCTION CO., INC. shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this _____ day of _____

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

BY: Charles D. Young (SEAL)

ITS: Attn Supt. (SEAL)

Approved this 4 day of October, 1976

Harold J. Weber
Ed H. Larson
Wayne J. Scott
Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we

RIETH-RILEY CONSTRUCTION CO., INC.

as principal, and ---RELIANCE INSURANCE COMPANY OF PHILADELPHIA, PENNSYLVANIA---

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of NINETY-FIVE
THOUSAND, NINETY-SIX DOLLARS AND FIFTY CENTS

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$95,096.50)
The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this _____ day of _____

RIETH-RILEY CONSTRUCTION CO., INC. (SEAL)

BY: [Signature] (SEAL)

ITS: Area Supt. (SEAL)

(SEAL)

Approved this

4

day of

October, 1976

[Signature]

[Signature]

[Signature]

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

SEPTEMBER 17, 1976

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

BOARD OF PUBLIC WORKS

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

RIETH-RILEY CONSTRUCTION CO., INC.
GOSHEN, INDIANA

as Principal, hereinafter called Contractor, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

as Obligor, hereinafter called Owner, in the amount of NINETY-FIVE THOUSAND, NINETY-SIX DOLLARS AND

FIFTY CENTS Dollars (\$ 95,096.50), for the payment whereof Contractor

and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated SEPTEMBER 21 1976, entered into a contract with Owner for

CURB REPAIR AND PAVING - SUNDALE DRIVE, WOODVIEW BOULEVARD, AND WAYCROSS DRIVE.

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this TWENTY-FIRST

day of SEPTEMBER

1976

RIETH-RILEY CONSTRUCTION COMPANY, INC. (Seal)

(Principal)

(Witness)

Charles O. Young, Area Supt.
RELIANCE INSURANCE COMPANY

LEONARD C. BAUMANN (Title) ATTORNEY-IN-FACT

(Witness)

RELiance INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

RIETH-RILEY CONSTRUCTION CO., INC.

GOSHEN, INDIANA

as Principal, hereinafter called Principal, and, RELIANCE INSURANCE COMPANY, a corporation of the State of Pennsylvania, with its Head Office at Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

BOARD OF PUBLIC WORKS

FORT WAYNE, INDIANA

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

NINETY FIVE THOUSAND, NINETY SIX DOLLARS AND FIFTY CENTS Dollars (\$ 95,096.50)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated

SEPTEMBER 21

1976

, entered into a contract with

Owner for

CURB REPAIR AND PAVING - SUNDALE DRIVE, WOODVIEW BOULEVARD, AND WAYCROSS DRIVE.

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Rebecca Ann Baker of Indianapolis, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney (s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 11th day of June, 1975



RELIANCE INSURANCE COMPANY

J. H. McDermott
Vice-President

STATE OF Pennsylvania } ss.
COUNTY OF Philadelphia }

On this 11th day of June, 1975, personally appeared J. H. McDermott

he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

My Commission Expires:



Mercile Stillberg

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

April 26, 1976

W. F. Brunner

I, W. F. Brunner, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 21ST day of SEPTEMBER, 1976



W. F. Brunner
Assistant Secretary

TITLE OF ORDINANCE SPECIAL ORDINANCE - Contract of Rieth-Riley Construction - Res. 5729

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE Contract of Rieth-Riley Construction Co. in amount of

\$95,096.50 covers the resurfacing of Sundale Drive, from 15.5 feet east of the
east property line of Waycross to a point 53 feet west of Hessen Cassel - Woodview
Boulevard, from the east line of Hanna Street to the west line of Smith Street and
concreting Waycross Drive, from 8.5 feet south of the south property line of
Sundale to a point 38.5 feet north of the north property line of Sundale.

This was the low of five bids received.

EFFECT OF PASSAGE Street improvements in Sixth Councilmanic District

EFFECT OF NON-PASSAGE PRIOR APPROVAL RECEIVED

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$95,096.50 from Revenue

Sharing

ASSIGNED TO COMMITTEE

Public Works